BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF THE
The Chief Engineer (Ele.,), C,O&M,
BMAZ South, BESCOM, NT Road, Bangalore-1

VOLUME-I
SECTION – INB (INSTRUCTION TO BIDDERS)
ENQUIRY No. CEE/BMAZ South/23-24/ENQ-02

1.0 The Chief Engineer (Elec) BMAZ South zone on behalf of Bangalore Electricity Supply Company Limited, invites tender through **e-procurement portal (www.eproc.karnataka.gov.in) for availing services of 329 nos of Gangmen on contract basis for a period of six months to the various O&M Sections of West Circle, BMAZ South, BESCOM.**

2.0

1. Enquiry No.	**CEE/BMAZ South/23-24 /ENQ NO:02**
2. Tender processing fee	**Refer e-procurement website** www.eproc.karnataka.gov.in
3. Earnest Money Deposit	**6,15,187/-**
4. Due date for submission of Bids	**07.08.2023 up to 16:00 Hours**
5. Pre-bid Meeting	**19.07.2023@ 11:30 Hrs** **Venue:** Office of the Chief Engineer, Elec., C,O&M, BMAZ South, BESCOM , No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan, Nrupathunga Road, Bengaluru-560 001
6. Tender System	**Through E-procurement portal**
7. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **09.08.2023 @ 17: 00 Hrs** b) ***Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
8. Name of the Work	**Availing services of 329 no's of Gangmen for a period of six months**
9. Schedule of requirements	**As mentioned in the tender documents**

10. General Terms and Conditions	**Enclosed herewith**
11. Scope of the work and Specifications.	**Enclosed herewith**
12. Price Bid	**The bidder shall quote total amount for the required 329 nos of gang men for total period of six months in terms of rupees in the price schedule..**

3.0 Tender documents.

Bidders can download the tender documents from e-procurement portal from
07.07.2023 16.00 Hours to 07.08.2023 16:00 Hours (Free of cost) and techno commercial bid will be opened on **09.08.2023 @ 17:00 hrs.**

4.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on **09.08.2023 @ 17:00 hrs.** as mentioned in the e-Procurement Portal. Date of opening of Price Bids will be intimated separately and will be opened in e-procurement portal after completion of techno commercial evaluation.

PRICES

The Rates shall be firm and no variation allowed.

The Rates for providing gang men **to various O & M sections Offices of West Circle in BMAZ South, BESCOM**, Bangalore shall be as per the "Minimum Wages" fixed in the latest Govt. Notification under Employment not covered in any of the scheduled employment section.

a) Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The quotation shall be valid for **180 days** from the last date of the tenders.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

d) The Bidder shall quote the total amount to be paid for total number of gangmen services in e-procurement portal for a period of six months. Total amount shall include Minimum wages, VDA, EPF, ESI, GST & Service Charges.

5.0 QUALIFYING REQUIREMENTS

Technical Criteria:	Documents shall be uploaded
1. The bidder/agency shall be a partnership firm registered under Partnership Act/ company registered under Companies Act 1956.	**In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932 **In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013. Board resolution copy, Memorandum of Article of Association, partnership deed and valid general power of attorney.
2. a) The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' **Nature of business should be Manpower supply.** b) The bidder/agency's registered office should be in Bengaluru.	a)'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C'. Nature of business should be Manpower supply. b) Registered office address proof shall be uploaded in their letter head
3. The bidder/agency should have provided **263 Nos** (80% of 329 =263 Nos) of gangmen service **in a single contract/ work order** to ESCOMs/KPTCL departments in Karnataka to carryout works like Jungle cutting, HT/LT line maintenance works for a minimum **continuous period of six months** during any one year in the preceding three years i.e FY 2019-2020, 2020-21 & 2021-22 as on the last date of bid submission.	The Work Award/contract award/ work entrustment order copies

4. For having provided services **as above**, the "Work Performance Certificates" duly signed by the Organization not below the rank of Executive Engineer shall be uploaded.	"Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer.**
5. The bidder / agency shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration PAN card copy GST registration	Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the agency** The bidder should upload the latest paid challans of EPF/ESI/GST of previous six months.
6. The Bidder/agency should not have been black listed by any entity.	Self-declaration in their letter head
7. The Bidder/agency should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in their letter head
8. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority
9. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by	Self-declaration Certificate in the said format in their letter head .

the Competent Authority shall be attached.)"	
Financial Criteria:	**Documents to be uploaded**
10. The annual turnover **shall not be less than the amount put to tender i.e Rs. 410.12 lakh** in any one of the previous 05 financial years i.e., 2017-2018, 2018-19, 2019-20, 2020-21 & 2021-22.	The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor
11. The liquid assets as on the date of tender before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled bank) **shall not be less than 25 Percentage of the amount put to tender (Rs. 103 lakh)** duly supported by the bank statement shall be uploaded. Availability of fund based credit facility shall be supported by a certificate issued by any Nationalised/ scheduled bank duly indicating the sanctioned amount, amount utilized and balance available.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled Bank with whom the bidder has the banking facility . Bank statement shall be uploaded

General Conditions:

1. The Bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the e-procurement portal. Non-submission of the proof of documents shall lead to disqualification.
2. **The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+5% of service charges +GST.**
3. **The bidder should not quote not less than the amount put to tender. If the bidder quotes less than the amount put to tender, shall be disqualified.**

4. In case of more than one bidder happens to be L-1, selection will be done on the basis of **Average Highest total TURNOVER** of the agency in last 3 years i.e., during 2019-20, 2020-21 and 2021-22

6.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

Supporting Documents mentioned above must be uploaded in the e-procurement portal. Failing to upload any of the documents shall lead to disqualification of the Agency/Bidder to participate in the tender.

Notwithstanding anything stated herein above, Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

In the event of the information furnished by the bidder found to be false at any stage of tendering, Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM at his discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

In the event of the information furnished by bidder is found to be false during the execution stage, then Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM is at his liberty to cancel the purchase Order other than forfeiting the Security Deposits against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.
If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

◊ Even though the bidders meet the above qualifying criteria, as per their statements they are subject to be disqualified, if Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,

◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

◊ Details of Payments Receipts shall be provided later, towards payment of EPF, ESI and GST, if sought.

◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

◊ The bidder shall state that the staff deployed by him to work in office hours and to discharge duties as per the instructions of the concerned officer.

◊ If there is any increase in the minimum wages during the contract period, the same shall be payable by BESCOM.

◊ Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM, reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

◊ The tender not submitted through e-procurement portal is liable to be rejected.

◊ BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.

◊ The offers shall be in general conformity with the specifications. Any Technical/Commercial deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.

- ◊ **In the areas where ESI Act is not covered, the Agency shall obtained insurance cover for the Workmen's Compensations for such outsourced staff in lieu of ESI.**
- ◊ The bidder should have the license as required under the Contract labour (regulations and Obligation) Act, 1970 and Karnataka Rules, 1974 and its amendments.
- ◊ The bidder shall maintain relevant registers and records under the applicable enactments.
- ◊ It the Agency assigns or sub-lets the obligations under the agreement, the work order awarded shall automatically stand cancelled.
- ◊ The Agency Shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e.24*7 on all 365days.
- ◊ In the event of agreement being extended the Agency shall continue to provide outsourced staff on the same terms and conditions of the agreement.
  Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◊ **The Contract is for a period of Six months** (In case of any unsatisfactory performance, Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM has the right to cancel the order without giving any notice).
  - ➢ The manpower so availed on contract basis will be reduced accordingly as and when recruitment of permanent employee is carried out by the company.
  - ➢ The manpower so availed on contract basis shall be varied as per the decision of tender inviting authority.
- ◊ **Based on the performance and exigency of the work, BESCOM may extend the contract up to six months at its discretion on the same terms and conditions.**
- ◊ **As per the BESCOM circular No: BESCOM//GM(A&HR)/BC-50/2505/2019-20/ CYS-20 Dt:05.02.2020, the successful bidder while providing 329 nos. of gangmen, should ensure that ther will 15% of SC members and 3% of ST members without fail.**
- ◊ **The Bidder/agency should not be penalized by competent Court due to violation of labour law.**

7.0 Requirement of Personnel with Qualification:-

Following are the requirement of minimum qualification and knowledge.

Sl No	Name of the Manpower	Minimum Qualification required
1.	Gangmen	**1. 7th Standard pass** **2. Speaking, reading and writing in Kannada is a must.** **3. Should be within the age group of 18 to 35 years.** **4. Shall be physically fit and Mentally sound.**

8.0 The normal working hours for the staff:

i) General – 9.00 am to 5.30 pm.

9.0 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower.

10.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

11.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. **BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.**

12.0 Mode of payment:

1) The successful bidder/agency shall submit pre-receipted bill in duplicate with certification by the concerned Sub-division Assistant Executive Engineer, Elec., duly countersigned by the concerned Circle Superintending Engineer, Elec., for satisfactory completion of the work for payment of remuneration, of gangmen to the Chief Engineer, Elec., C,O&M, BMAZ, South, BESCOM, before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

2) **It is mandatory that, the agency shall make the payment to its employees within 7th of the every month irrespective of payment received from BESCOM.** It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

3) The payment shall be restricted to the no. of Gangmen availed during that particular month as certified by the certifying officer.

4) Before passing the bill, the accounts officer should ensure that the Agency shall produce bank statement of each gangmen, as proof for having paid the previous month salary to the individual gangmen SB account and EPF and ESI payments to the individual employees of the said contract order.

5) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual staff's of the said contract order.

6) In case the bidder fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the bidder is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

7) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of bidder failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the bidder or that may become due to the bidder under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

13.0 All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f)Workmen's Compensation Act.

14.0 The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by the jurisdiction section officer.

15.0 The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
2) Copy of EPF and ESI paid in the respective formats.
3) Copy of respective format for annual EPF paid and respective format for half yearly ESI paid.
4) Copy of GST paid in the respective format.
5) Each year during the month of December, Rs 3/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner, Karnataka Labour Welfare Board, My sugar building 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

16.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

17.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.
Part-II: Price Bid containing prices.

18.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, the type of **services to be provided.**
b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic**/**Scanned** copies in the e-procurement Portal only by the participating Bidders.

19.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other Presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

20.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-INB-Instructions to Bidders
	Section-GCC-General Terms and Conditions of Contract
	Volume-II
	Section-a) Techno-commercial sheets

21.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

22.0 CLARIFICATIONS ON BID DOCUMENTS

- If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Chief Engineer, C,O&M, BMAZ South, BESCOM. The Chief Engineer, C,O&M, BMAZ South, BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing.

  After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Instructions to Bidders. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Chief Engineer, C,O&M, BMAZ South, BESCOM, will respond in writing /upload in the

website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than Seven (07) days prior to the deadline for submission of bids prescribed by owner.

- Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

23.0 AMENDMENT TO BIDDING DOCUMENT

- At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- The amendment will be notified in e-Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.
- In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.
- Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

24.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

25.0 DOCUMENTS COMPRISING THE BID

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services and prices and **upload in the e-procurement portal**.

- The Bidder shall also **upload** documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

26.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **₹ 6,15,187/-** through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below:

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time/Date.

- Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.
- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.
- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

The bid guarantee may be forfeited:

a. If a Bidder withdraws / modifies his bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit.

27.0 PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for **180 Days** from the last date of submission. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

28.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

D. SUBMISSION OF BIDS

29.0 FORMAT OF BID

29.1 The bids shall be uploaded in the e-procurement portal, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal will be disqualified.

29.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the e-Procurement website. **(www.eproc.karnataka.gov.in)**

30.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the e-procurement portal on or before **07.08.2023 @ 16:00 Hours.**

The Chief Engineer, C,O&M, BMAZ South, BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

31.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

32.0 OPENING OF BIDS

The Chief Engineer, C,O&M, BMAZ South, BESCOM will open bids submitted through e-procurement portal

33.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

34.0 PRELIMINARY EXAMINATION

The Chief Engineer, C,O&M, BMAZ South, BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been uploaded, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

The Chief Engineer, C,O&M, BMAZ South, BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

35.0 EVALUATION/COMPARISON OF PRICE BIDS

The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) EMD Declaration
b) Qualifying Requirements.
c) Acceptance for payment terms & confirming to all terms and other commercial conditions.
d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
e) The Chief Engineer, C,O&M, BMAZ South, BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

36.0 COMPARISON OF PRICE BIDS

The Chief Engineer, BMAZ South, BESCOM will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of quoted values. The bidder shall quote total amount for the required 329 nos of gang men for total period of six months in terms of rupees in the price schedule and L1 will be arrived based on the quoted value.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

37.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

38.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

39.0 AWARD CRITERIA

The Chief Engineer, BMAZ South, BESCOM, will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

40.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

41.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

Chief Engineer, BMAZ South, BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Chief Engineer, BMAZ South, BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

43.0 TERMINATION FOR DEFAULT:

The Contract is liable to be terminated at the absolute discretion of Chief Engineer, BMAZ South, BESCOM, without assigning any reasons on the following grounds and the Security Deposit paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.

e. If the agency fails to make payment to the manpower availed within the time specified above under clause 11.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

The agency shall provide the following Tools and safety materials to each gangman

Tool kit		**Safety materials**	
Sl No	**Material**	**Sl No**	**Material**
01	Cutting plier 8"	01	Electrical Safety Helmet attached with electronic induction tester
02	Screw driver 8"	02	Rubber hand gloves
03	LT tester	03	Rain coat
04	Knife	04	Shoe with socks
05	kit bag	05	safety belt
06	Pipe wrinch 18"		

44.0 Issue of contract Order

Contract order will be issued by the Chief Engineer, BMAZ South, BESCOM. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:
Supports Timings: (9.00 am to 9.00 pm)
Help Desk: 080-22485867/22485927
Or
E-mail: hphelpdesk.blr@rteservices.com

-Sd/-

Chief Engineer (Ele)
C,O&M, BMAZ South, BESCOM